



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: December 19, 2018
Agenda Item: Proposed Memorandums of Understanding with AFSCME Local 1533 W Bargaining Units
Presented By: Pat Munyan, City Administrator and Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Approval of four Memorandums of Understanding with AFSCME Local 1533 W Bargaining Units.

PROPOSED MOTION:

1. Motion to approve Memorandum of Understanding with AFSCME Local 1533 W Bargaining Units Municipal (Non-Uniformed) Employees CBA and Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA regarding language that addressed the issues raised in the Supreme Court decision in Janus v. AFSCME.
2. Motion to approve Memorandum of Understanding with AFSCME Local 1533 W Bargaining Units Municipal (Non-Uniformed) Employees CBA and Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA regarding the establishment of a Consumer Price index mechanism which addresses wages for 2019 and 2020.
3. Motion to approve Memorandum of Understanding with AFSCME Local 1533 W Bargaining Units Municipal (Non-Uniformed) Employees CBA and Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA clarifying that employees may receive payment for accumulated Washington Paid Sick Leave upon death or retirement.
4. Motion approve Memorandum of Understanding with AFSCME Local 1533 W Bargaining Units Municipal (Non-Uniformed) Employees CBA and Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA authority the city to pay the employee share of the premium required by RCW 50A.04, Family and Medical Leave Program.

Why is it a legislative issue:

City Council approves contracts, amendments and memorandums of understanding with the union.

Explanation of issue:

1. The Supreme Court issued a decision in Janus v. AFSCME in 2018. This decision requires some amendments to the language in the union contracts. The proposed language addresses the issues raised in the Janus decision.
2. When the city approved the union contract in 2017 for the years 2018-2020 it included a reopener related to establishing a mechanism for determining cost of living increases. The city has prior to the adoption of the current contract used the CPI – Portland index. However, that index has been phased out and is no longer available. The proposal is to use the CPI-West, Size Class B/C for Urban Wage Earners and Clerical Workers



(CPI_W) semiannual, 1st Half of the preceding year to determine the cost of living adjustment. Based on this information the cost of living increase for 2019 is 2.9%.

3. In 2018, the city approved a MOU with the union establishing a Washington Paid Sick Leave Policy. The policy did not speak to the payment of accrued Washington Paid Sick Leave due to death or retirement. The proposed MOU clarifies that Washington Paid Sick Leave is subject to payment of accrued leave due to death or retirement. This proposal does not change past practices where all accrued sick leave is paid at 25% of the accrued balance upon death or retirement. The new sick leave policy moved certain amounts of leave from one pot to another to meet state requirements.
4. The state is implementing a Paid Family and Medical Leave Program beginning January 1, 2019. This requires employers to pay a premium based on 0.4% of gross wages. The employee's share of this cost is 63%. Employers under 50 employees are exempt from paying the associated employer's share. The state statute (RCW 50A.04) provides that employers may pay for the employee's share of the premium. We are proposing that the city pay the employee's share. For the city that means, with \$1.3 million in gross wages the premium is approximately \$5,346 per year and the employee's share is \$3,368. The city will not have to pay the employer's share.

Budget:

The only impact on the budget is authorizing the city to pay the employee's share of the premiums required for Washington Paid Family and Medical Leave Program. The employee share of the premiums for \$1.3 million in gross wages is approximately \$3,368 per year (0.4% of \$1.3 million = \$5,346 X 63%--employee share) = \$3,368).

Staff Recommendation:

Staff recommends the council approve all four Memorandums of Understanding with AFSCME Local 1533 W Bargaining Units.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHITE SALMON AND
AFSCME LOCAL 1533 W BARGAINING UNITS
Municipal (Non-Uniformed) Employees CBA &
Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Council 2, Washington State Council of County and City Employees representing Local 1533W American Federation of State County and Municipal Employees representing Municipal (Non-Uniformed) Employees and Police Officers, Sergeants, Limited and Non-Commissioned Employees with the City of White Salmon, AFL-CIO hereinafter called the "Union" and the City of White Salmon, Washington hereinafter called the "Employer."

WHEREAS, this MOU memorializes the agreements between the Employer and the Union regarding the issue described below, and the parties acknowledge that these issues have been negotiated in accordance with RCW 41.46 for the purpose of promoting the morale of employees of the City of White Salmon.

WHEREAS, the Supreme Court decision in Janus v. AFSCME create the necessity to amend certain language in the Collectively Bargained Agreements between the Employer and the Union.

WHEREAS, the Employer and the Union agrees that the attached language adequately addresses the issues raised in the Supreme Court decision in Janus v. AFSCME.

NOW, THEREFORE, it is agreed by and between the Employer and the Union that the attached language addressing the issues raised in the Supreme Court decision in Janus v. AFSCME is added to the respective collectively bargained agreements.

NOW, THEREFORE, the language addressing the issues raised in the Supreme Court decision in Janus v. AFSCME is added to the respective collectively bargained agreements and is effective upon signing of this MOU.

THIS MOU is executed by the parties this _____ day of December, 2018.

City of White Salmon

ASFCME LOCAL 1533WS

David Poucher, Mayor

Jeff Cooper, President

Patrick Munyan, Jr., City Administrator

Frank Randall

Approved as to form only:



Eddie Alan, Union Representative

Kenneth B. Woodrich, City Attorney

Article 1 – Recognition

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative of the bargaining unit consisting of all regular municipal City employees including those regular municipal City employees who have declined to join the Union. except for Excluded from the bargaining unit are all Department Heads, Administrators, Confidential Employees, Clerk-Treasurer, Building Supervisor, and Temporary Employees, for the purpose of establishing wages, benefits, hours and other conditions of employment for all employees in the bargaining unit. (Municipal Employees)
- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for police officers, sergeants, limited and non-commissioned Employees police officers, sergeants, limited and non-commissioned Employees who have declined to join the Union. Excluded from the bargaining unit are all municipal employees, the Chief of Police, Supervisors, Confidential Employees, and Temporary Employees, for the purpose of establishing wages, benefits, hours and other conditions of employment for all employees. (Police Officers, Sergeants, Limited and Non-Commissioned Employees)

Article 5 – Union Membership/Applicability of Personnel Policies

- ~~5.1 — Union Membership: All employees in the bargaining unit shall, within thirty (30) days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122(1).~~
- ~~5.2 — Payroll Deductions: The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorized the City to do so, which authorization shall be in writing and signed by each person authorizing such deductions and filed with the City. The City shall transmit to the Washington State council of County and City Employees (W.S.C.C.C.E.), P.O. Box 750, Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made. The Union agrees to indemnify the Employer and save the Employer harmless from and against any and all claims, against the Employer arising out of administration of this Article, including the amounts of Union Dues deducted from earnings.~~
- 5.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.45.080.
- 5.2 Questions About Union Membership: If an Employee has questions about Union membership, the City will remain neutral and direct the employee to discuss the topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 5.3 Signed Dues Deduction Authorization: Current union members and those who choose to join the Union and pay monthly dues via signed payroll deduction authorization will have their dues deducted from the wages of the employee who have authorized such deductions. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the City Clerk-Treasurer. The deduction shall begin in

the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.

5.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The City is not a party to the authorization for payroll deduction as that is between the employee and the Union.

5.35 Applicability of Personnel Policy: If the CBA does not specifically address the details of any given topic and the Personnel Policies do address the details then the City of White Salmon's Personnel Policy shall apply to bargaining unit members. If the CBA briefly but not in detail identifies a topic and the Personnel Policies have more detailed provisions, then the Personnel Policies shall prevail. If the CBA has specific details not contained in the Personnel Policies, then the CBA provisions shall prevail. The Personnel Policies referred to in this Section are those the City has adopted by way of official City Council action. New Personnel Policies will be sent for review and comment to the Union representative prior to adoption.

5.6 Indemnification and Hold Harmless: The Union agrees to indemnify the Employer and save the Employer harmless from and against any and all claims, against the Employer arising out of administration of this Article which includes the amounts of Union dues and fees deducted from employee's wages in accordance with the employee's authorizations furnished to the City by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

(Municipal Employees)

Article 5 – Union Membership/Applicability of Personnel Policies

5.1 Union Membership: All employees in the bargaining unit shall, within thirty (30) days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122(1).

5.2 Payroll Deductions: The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorized the City to do so, which authorization shall be in writing and signed by each person authorizing such deductions and filed with the City. The City shall transmit to the Washington State Council of County and City Employees (W.S.C.C.C.E.), P.O. Box 750, Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made. The Union agrees to indemnify

~~the Employer and save the Employer harmless from and against any and all claims, against the Employer arising out of administration of this Article, including the amounts of Union Dues deducted from earnings.~~

- 5.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.45.080.**
- 5.2 Questions About Union Membership: If an Employee has questions about Union membership, the City will remain neutral and direct the employee to discuss the topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.**
- 5.3 Signed Dues Deduction Authorization: Current union members and those who choose to join the Union and pay monthly dues via signed payroll deduction authorization will have their dues deducted from the wages of the employee who have authorized such deductions. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the City Clerk-Treasurer. The deduction shall begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.**
- 5.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Council 2 and the aggregate deductions shall be remitted to Council 2, Washington State Council of County and City Employees, AFL-CIO, P.O. Box 750, Everett, WA 98206-0750, together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The City is not a party to the authorization for payroll deduction as that is between the employee and the Union.**
- 5.35 Applicability of Personnel Policy: If the CBA does not specifically address the details of any given topic and the Personnel Policies do address the details then the City of White Salmon's Personnel Policy shall apply to bargaining unit members. If the CBA briefly but not in detail identifies a topic and the Personnel Policies have more detailed provisions, then the Personnel Policies shall prevail. If the CBA has specific details not contained in the Personnel Policies, then the CBA provisions shall prevail. The Personnel Policies referred to in this Section are those the City has adopted by way of official City Council action. New Personnel Policies will be sent for review and comment to the Union representative prior to adoption.**
- 5.46 Applicability of CBA Articles: The terms and provisions of this contract provides policies for two fundamentally different employee classifications: Police Officers and Sergeants & Limited and Non-Commissioned Employees. The articles within this agreement shall apply to both employment classifications unless specified otherwise.**

5.7 Indemnification and Hold Harmless: The Union agrees to indemnify the Employer and save the Employer harmless from and against any and all claims, against the Employer arising out of administration of this Article which includes the amounts of Union dues and fees deducted from employee's wages in accordance with the employee's authorizations furnished to the City by the Union, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

(Police Officers, Sergeants, Limited and Non-Commissioned Employees)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHITE SALMON AND
AFSCME LOCAL 1533 W BARGAINING UNITS
Municipal (Non-Uniformed) Employees CBA &
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WHEREAS, this MOU memorializes the agreements between the Employer and the Union regarding the issue described below, and the parties acknowledge that these issues have been negotiated in accordance with RCW 41.46 for the purpose of promoting the morale of employees of the City of White Salmon.

WHEREAS, the collectively bargained agreements (effective January 1, 2018 – December 31, 2020) provide for a "wage opener for the operations years 2019 and 2020 to further negotiate and determine regional Consumer Price index mechanism."

WHEREAS, the Employer and the Union agrees to that the attached language provides for a regional Consumer Price index mechanism to address wages for 2019 and 2020.

NOW, THEREFORE, it is agreed by and between the Employer and the Union that the attached language providing for a regional Consumer Price index mechanism to address wages for 2019 and 2020 is added to the respective collectively bargained agreements.

NOW, THEREFORE, the language addressing a regional Consumer Price index mechanism to address wages for 2019 and 2020 is effective January 1, 2019.

THIS MOU is executed by the parties this _____ day of December, 2018.

City of White Salmon

ASFCME LOCAL 1533WS

David Poucher, Mayor

Jeff Cooper, President

Patrick Munyan, Jr., City Administrator

Frank Randall

Approved as to form only:



Eddie Alan, Union Representative

Kenneth B. Woodrich, City Attorney

Article 27 – Wages

- 27.1 Wages:** Effective January 1, 2018 for the operational year of 2018 the cost of living adjustment shall be 3.4% of the Employees' monthly salary. There shall be an opener for the operational years 2019 and 2020 to further negotiate and determine regional Consumer Price Index mechanism.

For the operational years 2019 and 2020 Employees will receive an Annual Cost of Living Adjustment (COLA) in the following manner:

**CPI-West, Size Class B/C for Urban Wages Earners and Clerical Workers (CPI-W)
Semiannual, 1st Half of the preceding year (i.e. for 2019 will use the Semiannual, 1st Half rate for 2018)**

- 1. Semiannual, 1st Half CPI-W less than one percent (1%); Employees shall receive an Annual Cost of Living Adjustment of one percent (1%).**
- 2. Semiannual, 1st Half CPI-W greater than four percent (4%); Employees shall receive an Annual Cost of Living Adjustment of four percent (4%).**
- 3. Semiannual, 1st Half (CPI-W) at one percent (1%) or greater, but four percent (4%) or less; Employees shall receive an Annual Cost of Living Adjustment of the actual CPI-W.**

(Municipal Employees)

Article 26 – Wages

- 26.1 Wages:** Effective January 1, 2018 for the operational year of 2018 the cost of living adjustment shall be 3.4% of the Employees' monthly salary. There shall be an opener for the operational years 2019 and 2020 to further negotiate and determine regional Consumer Price Index mechanism.

For the operational years 2019 and 2020 Employees will receive an Annual Cost of Living Adjustment (COLA) in the following manner:

**CPI-West, Size Class B/C for Urban Wages Earners and Clerical Workers (CPI-W)
Semiannual, 1st Half of the preceding year (i.e. for 2019 will use the Semiannual, 1st Half rate for 2018)**

- 4. Semiannual, 1st Half CPI-W less than one percent (1%); Employees shall receive an Annual Cost of Living Adjustment of one percent (1%).**
- 5. Semiannual, 1st Half CPI-W greater than four percent (4%); Employees shall receive an Annual Cost of Living Adjustment of four percent (4%).**
- 6. Semiannual, 1st Half (CPI-W) at one percent (1%) or greater, but four percent (4%) or less; Employees shall receive an Annual Cost of Living Adjustment of the actual CPI-W.**

(Police Officers, Sergeants, Limited and Non-Commissioned Employees)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHITE SALMON AND
AFSCME LOCAL 1533 W BARGAINING UNITS
Municipal (Non-Uniformed) Employees CBA &
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WHEREAS, this MOU memorializes the agreements between the Employer and the Union regarding the issue described below, and the parties acknowledge that these issues have been negotiated in accordance with RCW 41.46 for the purpose of promoting the morale of employees of the City of White Salmon.

WHEREAS, a Memorandum of Understanding adopting a personnel policy addressing Washington Paid Sick Leave on May 16, 2018.

WHEREAS, it is necessary to add language to the personnel policy clarifying when employees may receive payment for accumulated sick leave due to death or retirement.

WHEREAS, the Employer and the Union agrees to that the attached language addresses when employees may receive payment for accumulated sick leave due to death or retirement.

NOW, THEREFORE, it is agreed by and between the Employer and the Union that the attached language amending the Employer's Washington Paid Sick Leave Policy is added to the respective collectively bargained agreements.

NOW, THEREFORE, the amendment to the Employer's Washington Paid Sick Leave Policy is effective January 1, 2018.

THIS MOU is executed by the parties this _____ day of December, 2018.

City of White Salmon

ASFCME LOCAL 1533WS

David Poucher, Mayor

Jeff Cooper, President

Patrick Munyan, Jr., City Administrator

Frank Randall

Approved as to form only:

Eddie Alan, Union Representative

Kenneth B. Woodrich, City Attorney

4.12.1 Washington Paid Sick Leave (WPSL) Policy (Adopted May 16, 2018)

A. Purpose

The Minimum Wage and Paid Sick Leave Initiative 1433 (codified as RCW 9.46.210) passed on November 8, 2016, requires that beginning January 1, 2018, employers provide paid sick leave to employees in Washington State. As a result, the City of White Salmon is adopting a Washington Paid Sick Leave (WPSL) policy. Washington Paid Sick Leave is available for employees to care for themselves and their family members as described in this policy or by Collectively Bargaining Agreement if applicable.

B. Paid Sick Leave Accrual and Availability

1. Accrual

- a. All employees, including part-time, seasonal, and temporary, shall accrue 0.025 hours of Washington Paid Sick Leave per hour worked (one hour of Washington Paid Sick Leave per every 40 hours worked).**
- b. Employees are not entitled to accrue paid sick leave for hours paid while not working (such as vacation, paid holidays, or while using paid sick leave).**
- c. Full-time employees, including those covered by collectively bargained agreements, shall not accrue more than 8 hours of sick per month, i.e. accrual of Washington Paid Sick Leave is not in addition to the 8 hours of sick leave provided in the city's personnel policy and in the respective collectively bargained agreements.**
- d. For purposes of tracking Washington Paid Sick Leave, the appropriate hours will be recorded as they are earned in each pay period. For full-time employees, including those covered by collectively bargained agreements, Washington Paid Sick Leave hours will be deducted from the regular sick leave hours accrued. For example, a full-time employee earns 4 hours of sick leave in a pay period. The employee worked 88 hours within the pay period and would have accrued 2.2 hours of Washington Paid Sick Leave ($88 \times 0.025 = 2.2$). The employee will see 2.2 hours of Washington Paid Sick Leave accrual and 1.8 hours of regular sick leave accrual on their paycheck.**
- e. Hours worked include overtime and call out. However, employees do not earn Washington Paid Sick Leave at 1.5 times the regular accrual rate.**

The accrual rate regardless of the type of hour worked (regular, overtime, or call out) is 0.025 per hour worked.

2. Availability

- a. All part-time, seasonal, and temporary employees are entitled to use their accrued, unused Washington Paid Sick Leave beginning on the 90th calendar day after the start of their employment.
- b. All full-time employees, including those covered by collectively bargained agreements may use Washington Paid Sick Leave as it is accrued.

C. Authorized Uses of Paid Sick Leave

1. Care of the employee or the employee's family member

- a. Employees may use their accrued, unused Washington Paid Sick Leave to care for themselves or a family member (definition below) for:

- Mental or physical illnesses, injuries, or health conditions;
- The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
- The need for preventive medical care.

- b. For the use of paid sick leave for an employee's family member, family member is defined as:

- A child; including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A parent; including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

2. Closure of the City of White Salmon or the employee's child's school or place of care

- a. Employees may use their accrued, unused Washington Paid Sick Leave when the City of White Salmon has been closed by order of a public official for any health-related reason; or
- b. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.

Please see the definition of "child" in Section C.1.b.

- 3. To address issues related to domestic violence, sexual assault, or stalking
 - a. Employees may use their accrued, unused Washington Paid Sick Leave to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to: Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
 - Attend health care treatment for a victim who is the employee's family member;
 - Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
 - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
 - b. For purposes of leave related to domestic violence, sexual assault, or stalking, family member has the following definition:
 - Any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.

D. Reasonable Notice for Use of Washington Paid Sick Leave

1. Foreseeable Use

If an employee's absence is foreseeable, the employee must provide notice to their supervisor at least ten (10) days, or as early as practicable, before the first day of Washington Paid Sick Leave is used. If possible, notification should include the expected duration of the absence.

2. Unforeseeable Use

If an employee's absence is unforeseeable, the employee must contact their supervisor as soon as possible before the required start of their shift.

a. As a best practice, and if circumstances allow, employees should provide notice as soon as the employee learns of the need for Washington Paid Sick Leave.

b. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice.

c. If possible, the notification should include the expected duration of the absence.

3. Reasonable Notice for Use of Washington Paid Sick Leave for Domestic Violence Leave – Foreseeable Use

An employee must give advance oral or written notice to their supervisor as soon as possible for the foreseeable use of Washington Paid Sick Leave to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking.

4. Reasonable Notice for Use of Washington Paid Sick Leave for Domestic Violence Leave – Unforeseeable Use

If an employee is unable to give advance notice because of emergent or unforeseen circumstances related to the employee or the employee's family member being a victim of domestic violence, sexual assault, or stalking, the employee or their designee must give oral or written notice to their supervisor no later than the end of the first day that the employee using Washington Paid Sick Leave for domestic violence leave.

E. Verification of Absences Exceeding Three Days

1. If an employee has used Washington Paid Sick Leave for an authorized purpose for more than three (3) consecutive days during which the employee is

scheduled to work, the employee may be required to provide verification that establishes or confirms that the use of Washington Paid Sick Leave is for an authorized purpose.

2. For the care of the employee or the employee's family member, acceptable verification may include:
 - a. A doctor's note or a signed statement by a health care provider indicating that the use of Washington Paid Sick Leave is for care of the employee or their family member for an authorized purpose.
3. When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of any one or more of the following documents satisfies the verification requirement:
 - a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking;
 - b. Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault or stalking;
 - c. A court order of protection;
 - d. Documentation from any of the following persons from whom an employee or employee's family member sought assistance in addressing the domestic violence situation indicating the employee or the employee's family member is a victim:
 - An advocate for victims of domestic violence, sexual assault, or stalking;
 - An attorney;
 - A member of the clergy; or
 - A medical professional.
4. In the event the City of White Salmon or the employee's child's school or place of care, is closed by order of a public official for any health-related reason, acceptable verification may include:

- a. Written notice of closure by order of a public official that the employee received regarding the employee's child's school or place of care.
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- 5. Verification must be provided within ten (10) calendar days of the first day an employee used Washington Paid Sick Leave to care for either the employee or a family member.
 - 6. Verification does not require that the information explain the nature of the condition in order to use Washington Paid Sick Leave, unless otherwise required by law.
 - 7. Any information provided through the verification process will be treated in a confidential manner consistent with applicable privacy laws.
 - 8. Unreasonable Burden or Expense for Verification
 - a. If an employee believes that obtaining verification for use of Washington Paid Sick Leave would result in an unreasonable burden or expense, the employee must contact the City Clerk Treasurer in writing.
 - b. Within ten (10) calendar days of receiving the employee's request, the City Clerk Treasurer will work with the employee to identify an alternative for the employee to meet the verification requirement in a way that does not result in an unreasonable burden or expense.
 - c. The City may choose not to pay an employee for Washington Paid Sick Leave taken for such absences until verification is provided.
 - d. An employee has the right to contact the City Clerk Treasurer if the employee believes the proposed alternative still results in an unreasonable burden or expense.
 - e. If an employee is not satisfied with the alternatives, the employee may consult with the Washington Department of Labor & Industries.

Online: www.lni.wa.gov/WorkplaceRights

Call (toll-free): 1-866-219-7321

Visit: www.lni.wa.gov/Offices

Email: ESgeneral@lni.wa.gov

F. Washington Paid Sick Leave Increments of Use

The City of White Salmon requires employees to use Washington Paid Sick Leave in increments of fifteen (15) minutes.

G. Rate of Pay for Use of Washington Paid Sick Leave

1. Employees shall be paid their “normal hourly compensation” for each hour of Washington Paid Sick Leave used.
2. “Normal hourly compensation” is the hourly rate that an employee would have earned for the time during which the employee used Washington Paid Sick Leave.
3. Normal hourly compensation does not include tips, gratuities, service charges, holiday pay, or other premium rates unless the appropriate collectively bargained agreement allows for such considerations.

H. Carryover of Accrued, Unused Washington Paid Sick Leave to the Next Year

1. Carryover Requirements
 - a. Accrued, unused Washington Paid Sick Leave balances of 40 hours or less shall carry over to the following year.
 - b. For example, if an employee has 25 hours of accrued, unused Washington Paid Sick Leave at the end of the year, all 25 hours shall carry over to the following year.
 - c. If an employee carries over accrued, unused Washington Paid Sick Leave to the following year, accrual of Washington Paid Sick Leave in the subsequent year would be in addition to the hours accrued in the previous year and carried over.
 - d. The City of White Salmon will require the part-time, seasonal and temporary employees to forfeit accrued, unused Washington Paid Sick Leave in excess of 40 hours at the end of a year.
2. Definition of Year

The accrual year is January 1 – December 31.

I. Separation and Reinstatement

1. Separation

If an employee separates from employment, there will be no financial or other reimbursement to the employee for accrued, unused Washington Paid Sick Leave balances available at the time of separation.

2. Reinstatement of Paid Sick Leave Hours upon Rehire

- a. The City of White Salmon shall reinstate an employee's previously accrued, unused Washington State Paid Sick Leave balance if it rehires an employee within 12 months of separation.
- b. Upon rehire, the City of White Salmon shall provide notification to the employee of the amount of accrued, unused Washington Paid Sick Leave available for use by the employee.
- c. If an employee is rehired within 12 months of separation, the employee will not be required to wait another 90 calendar days to use their accrued, unused Washington Paid Sick Leave if the employee met that requirement during the previous period of employment.
- d. If an employee did not meet the 90-day requirement for the use of Washington Paid Sick Leave prior to separation, the previous period of time the employee worked for the City of White Salmon will count towards the 90 days for purposes of determining the employee's eligibility to use Washington Paid Sick Leave.

3. Retirement and Death

The City of White Salmon shall buyout 25% of accumulated Washington Paid Sick Leave for retirement and 25% of accumulated Washington Paid Sick Leave for death. Employees shall be capped at 1000 hours of total leave (regular and Washington Paid Sick Leave) for buyout.

J. Retaliation Prohibited by Law

1. Any discrimination or retaliation against an employee for the lawful exercise of Washington Paid Sick Leave rights is not allowed. The City of White Salmon will not discriminate or retaliate against an employee for the lawful exercise of Minimum Wage Act rights.
2. The City of White Salmon may not require, as a condition of an employee taking Washington Paid Sick Leave, that the employee search for or find a replacement

worker to cover the hours during which the employee is on Washington Paid Sick Leave.

3. If an employee feels they are being discriminated or retaliated against for the exercise of their Minimum Wage Act rights, the employee may contact the City Clerk Treasurer.
4. If an employee is not satisfied with the City Clerk Treasurer's response, the employee may contact the Washington State Department of Labor & Industries.

Online: www.lni.wa.gov/WorkplaceRights

Call: 1-866-219-7321, toll-free

Visit: www.lni.wa.gov/Offices

Email: ESgeneral@lni.wa.gov

H. Required Notification

1. Initial Notification of Rights

- a. At the start of employment, the City of White Salmon will provide employees with notice of their Washington Paid Sick Leave rights. This notice will include information regarding:
 - An employee's entitlement to Washington Paid Sick Leave;
 - The rate at which the employee will accrue Washington Paid Sick Leave;
 - The authorized purposes under which an employee may use Washington Paid Sick Leave; and
 - That retaliation by the City of White Salmon for the employee's lawful use of Washington Paid Sick Leave and other rights provided under the Minimum Wage Act is prohibited.

2. Ongoing Notification

- a. At least once a month, the City of White Salmon will provide notice to its employees of:
 - The amount of Washington Paid Sick Leave accrued since notice was last made;
 - The amount of Washington Paid Sick Leave reductions since notice was last made; and
 - The total amount of unused Washington Paid Sick Leave available for use by the employee.

- b. The City of White Salmon may satisfy ongoing notification requirements by providing this information in regular payroll statements.

I. Contact Information

Employees with questions about the Washington Paid Sick Leave policy may contact the City Clerk/Treasurer.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHITE SALMON AND
AFSCME LOCAL 1533 W BARGAINING UNITS
Municipal (Non-Uniformed) Employees CBA &
Police Officers, Sergeants, Limited and Non-Commissioned Employees CBA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Council 2, Washington State Council of County and City Employees representing Local 1533W American Federation of State County and Municipal Employees representing Municipal (Non-Uniformed) Employees and Police Officers, Sergeants, Limited and Non-Commissioned Employees with the City of White Salmon, AFL-CIO hereinafter called the "Union" and the City of White Salmon, Washington hereinafter called the "Employer."

WHEREAS, this MOU memorializes the agreements between the Employer and the Union regarding the issue described below, and the parties acknowledge that these issues have been negotiated in accordance with RCW 41.46 for the purpose of promoting the morale of employees of the City of White Salmon.

WHEREAS, in 2017 the Washington state legislature adopted legislation providing for a paid family and medical leave program, RCW 50A.04 Family and Medical Leave Program.

WHEREAS, RCW 50A.04.115 requires that employers begin paying a premium based on 0.4% of gross wages shared by the employer at 37% and the employee at 63%.

WHEREAS, RCW 50A.04.115 exempts employers with fewer than fifty employees from paying the employer share of the premium.

WHEREAS, RCW 50A.04.115 allows an employer to pay all or any portion of the employee's share of the premium.

WHEREAS, the Employer and the Union agree that the Employer will pay all of the employee's share of the Washington Paid Family & Medical Leave Program premiums as provided in RCW 50A.04.115.

NOW, THEREFORE, this Memorandum of Understanding is effective January 1, 2019

THIS MOU is executed by the parties this _____ day of December, 2018.

City of White Salmon

ASFCME LOCAL 1533WS

David Poucher, Mayor

Jeff Cooper, President

Patrick Munyan, Jr., City Administrator

Frank Randall

Approved as to form only:

Eddie Alan, Union Representative

Kenneth B. Woodrich, City Attorney